DECK ARMOR INC.

SALES AGREEMENT

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Please read and sign before your deposit is taken.

This Sales Agreement (the "Agreement") is between Deck Armor Inc., a Florida corporation ("Deck Armor," "we," "us," or "our"), and the customer identified below and in the estimate or invoice we provide (the "Approved Estimate") ("Customer," "you," or "your"). By signing this Agreement, you agree to the terms in this Agreement.

Customer Name: _____ Phone: _____

Boat (Year/Make/Model): _____

Estimate Number: _____ Scheduled Install Week: _____

TERMS OF SALE

1. Services and Scope. Deck Armor agrees to perform the flooring installation services described in the Approved Estimate. Only the work stated in the Approved Estimate will be completed. Any area, surface, hatch, gunnel, or service not listed in the Approved Estimate is not included and will not be performed unless approved as an addition under Section 3. Work beyond the listed services is a paid addition and will not be performed for free, regardless of any request, expectation, or verbal comment made before, during, or after installation.

2. Estimate & Final Pricing. This is an estimate only. We estimate on the higher end so that when we complete the official measurement, the final cost comes in at or below the quote. However, the final cost may be higher than the estimate if actual measurements exceed what was quoted. Your final invoice reflects only the square footage we actually install. Pricing is also based on the condition of the boat as represented at the time of the estimate. If we discover a condition not disclosed at the time of the estimate that requires additional work, including undisclosed existing flooring or SeaDek requiring removal, undisclosed wax or heavy adhesive residue, surface damage or repairs requiring additional preparation, or hatches or hardware not identified on the estimate, we will provide the additional cost in writing before proceeding.

3. On-Site Additions and Change Orders. If, during installation, Deck Armor identifies additional work or Customer requests work beyond the Approved Estimate, that work will be performed only after Customer approves it. Approval may be given in person, by text, or by email. Approved additional work is added to the invoice at the quoted amount and becomes payable with the final balance.

4. Deposit. A deposit of twenty-five percent (25%) of the Approved Estimate is required to purchase materials and hold your installation date, unless otherwise stated on your invoice. The deposit is non-refundable and serves as liquidated damages for reserving materials, labor, and the installation date, which Deck Armor cannot reallocate on short notice. If Deck Armor is unable to perform the services due to its own fault, the deposit will be refunded in full or applied to a rescheduled date at Customer's election. The deposit is applied toward your final invoice.

5. Appointment Changes. If you move your appointment from the original week of install, a **$300** rescheduling fee applies. This fee covers our employees who are still paid for that scheduled day. This fee is not added to your final balance and is due separately. This fee does not apply if we are able to fill your original appointment slot, or when the date change is mutually agreed upon between you and Deck Armor (for example, weather, curing time, or scheduling adjustments on our end).

6. Boat Preparation. Your boat must arrive with all personal items removed and the installation areas accessible, per the Boat Preparation Guide provided as Appendix A to this Agreement. If the boat arrives unprepped, a **$150** cleaning fee will be added to your cost. If the boat has SeaDek or similar foam flooring that has not been removed prior to drop-off, removal is **$17.50 per square foot**, added to your final invoice. If you remove it yourself, at least **90%** of the adhesive must be removed or the full removal cost applies. All wax, polish, and protectant must be removed from the areas being floored before drop-off, as described in Appendix A. Deck Armor is not responsible for bonding failure caused by wax or protectant left on the deck.

7. What Is Not Included. Unless specifically written into your Approved Estimate, the following are not included: repairs to gelcoat, fiberglass, structural components, upholstery, electronics, or mechanical systems; removal, storage, or handling of personal items or gear; and any surface or area not listed in the Approved Estimate. Deck Armor performs flooring installation only. Structural issues (such as soft or flexing decks) must be repaired before installation and are the Customer's responsibility.

8. Curing, Pickup & Storage. Proper curing is critical to the life of your flooring. We build curing time into your schedule and will never rush it. If additional curing time is needed, we will communicate a new pickup date. The cost never changes for curing delays. Customer will collect the boat within **7 days** of notification that it is ready for pickup. After that, a storage fee of **$50 per day** applies until the boat is collected.

9. Final Payment & Payment Terms. Final payment is due in full before the boat leaves our facility. Deck Armor may require a valid payment authorization on file before release. If payment is not received, Deck Armor may pursue all lawful remedies for collection, including filing a statutory lien in accordance with Chapter 713, Florida Statutes. Any payment not received within five (5) business days of completion will accrue a late fee of 1.5% per month (or the maximum rate allowed by law, if lower) until paid in full. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the non-prevailing party. Florida sales tax of 7.5% applies to the installation portion of your invoice and any pickup and haul fees. Removal labor is not taxed.

10. Payment Authorization and Billing Disputes. By scheduling installation and paying the deposit, Customer authorizes Deck Armor to charge the agreed amounts upon completion of the work. Customer acknowledges that this is a custom labor service performed at Customer's request. If Customer has a billing concern, Customer agrees to contact Deck Armor directly before initiating a chargeback or payment dispute so that we have a reasonable opportunity to resolve the issue. Deck Armor will respond to all billing inquiries within five (5) business days. If a chargeback or dispute is initiated for services that were properly completed according to the Approved Estimate and is found to be without merit, Customer agrees to reimburse Deck Armor for the disputed amount plus any chargeback fees and reasonable collection costs.

11. Color Selection. At boat drop-off, you will be asked to review and sign a Color Confirmation Sheet approving your final color selection before installation begins. Colors are final once installation starts.

12. Photo Documentation. Deck Armor takes before and after photos of the boat for documentation, quality control, dispute resolution, and marketing purposes. If Customer does not want images of the boat used for marketing, Customer must notify Deck Armor in writing before installation begins.

13. Pre-Existing Damage and Vessel Condition. Customer acknowledges that boats may have pre-existing damage including but not limited to oxidation, fading, scratches, dings, dents, chips, gelcoat imperfections, cracks, or structural wear. These conditions may become more visible during or after installation. Deck Armor documents the condition of the boat with photographs before work begins. Customer is responsible for pointing out any claimed damage at the pickup walkthrough. Any damage that appears in Deck Armor's before-service photographs, or that is not raised at the pickup walkthrough and not shown to have occurred by comparing before and after photographs, is presumed pre-existing and is not the responsibility of Deck Armor.

14. Mobile Installations and Weather. Mobile installations are subject to weather conditions. Deck Armor reserves the right to delay or reschedule mobile work due to unsafe or unsuitable conditions including rain, extreme heat, wind, or lightning. A weather delay initiated by Deck Armor is not a cancellation and does not trigger the rescheduling fee. If Deck Armor is unable to begin or complete mobile work because access to the boat is not provided or the boat is not in the expected condition, a trip fee may be charged to cover crew time and travel.

15. Limitation of Liability. Any claim of damage caused by Deck Armor must be reported at the pickup walkthrough if visible, or otherwise within thirty (30) days of pickup, in writing and with photos, so that Deck Armor has a reasonable opportunity to inspect it. To the fullest extent permitted by law, Deck Armor's total liability arising out of or relating to the services is limited to the amount paid by Customer for the specific service at issue, and Deck Armor is not liable for indirect, incidental, consequential, or punitive damages. Nothing in this Section limits Deck Armor's liability for damage caused by its own negligence or willful misconduct to the extent such limitation is prohibited by law.

16. Customer Satisfaction. We take pride in our work, and we want to know if you are ever unhappy. We ask that you tell us about any problem first and give us a reasonable opportunity to inspect and make it right. Deck Armor is responsible only for services specifically listed in the Approved Estimate.

17. Warranty & Dispute Resolution. Your installation is backed by the Deck Armor warranty (Lifetime Limited for personal vessels, 10-year Limited for commercial vessels), attached in full as Appendix B to this Agreement. By signing below, you acknowledge that you have received and reviewed the warranty, including what it covers, what it does not cover, and the dispute resolution terms described within it. Any dispute arising from or relating to this Agreement, the warranty, the product, or the installation shall first be submitted to good faith negotiation between the parties. If the dispute is not resolved within thirty (30) days, it shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Hearings shall take place in Hillsborough County, Florida, or in the county of Customer's residence, at Customer's election. Arbitration fees shall be allocated in accordance with the AAA Consumer Arbitration Rules. The arbitrator's decision is final and binding on both parties, and judgment on the award may be entered in any court having jurisdiction. Nothing in this Section prevents either party from bringing an individual claim in small claims court. You will receive a paper copy of the warranty when you pick up your completed boat.

18. Termination. Customer may cancel this Agreement with written notice. The deposit remains non-refundable once materials have been ordered, scheduling has been finalized, or work has begun, except where Deck Armor is unable to perform the services due to its own fault, in which case the deposit will be refunded in full or applied to a rescheduled date at Customer's election. Deck Armor may decline or discontinue a job if the boat is unsafe, misrepresented, or if the customer is abusive to staff, and will refund any amount not yet earned.

19. Electronic Communications and Signature. Customer consents to receive communications about the installation by text message and email. Customer expressly consents to receive automated or prerecorded text messages and calls from Deck Armor and its service providers at the mobile number provided, including appointment reminders, status updates, and service-related messages. Consent is not a condition of purchase, and Customer may opt out at any time by replying STOP. Message and data rates may apply. Customer agrees that signing this Agreement electronically has the same legal effect as a handwritten signature. Where this Agreement requires notice in writing, a text message or email to the contact information on file is sufficient.

20. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. Subject to the dispute resolution process in Section 17, if Customer is a Florida resident, the exclusive venue for any court proceeding is the state or federal courts located in Hillsborough County, Florida. If Customer resides outside Florida, venue shall be in the state or federal courts of Customer's home state or in Hillsborough County, Florida, at Deck Armor's election.

21. Entire Agreement. This Agreement, together with the Approved Estimate and its Appendices, is the entire understanding between Deck Armor and Customer. No verbal statement or prior agreement overrides this written contract. If any provision is found unenforceable, the remaining provisions stay in effect.

CUSTOMER DISCLOSURES — Please read and initial each:

_____ **(Initial) Heat Disclosure:** Rubber is not a good conductor of heat, making Deck Armor a great choice for comfort. However, it does warm up. In direct Florida sun with high heat and UV, any surface, including this flooring, can get hot. Darker colors absorb more heat than lighter colors. A quick rinse with water generally cools the deck to a comfortable temperature. Deck Armor makes no guarantee that the flooring will remain cool in direct sunlight.

_____ **(Initial) Permanent Product Disclosure:** Deck Armor is a permanent flooring product. Removal of this product can or will cause damage to the gelcoat, nonskid, fiberglass, paint, or any other substrate it has been installed on. Deck Armor Inc. is not responsible for any damage resulting from the removal of the product at any time.

_____ **(Initial) Insurance Disclosure:** Deck Armor Inc. does not insure my boat while it is in their possession. My own insurance policy will maintain responsibility for all claims related to any theft or damage. Deck Armor Inc. will take all reasonable precautions to keep the boat safe and secure while in

their care. This disclosure does not limit Deck Armor's liability for damage caused by its own negligence or willful misconduct.

_____ **(Initial) Non-Refundable Deposit:** I understand my 25% deposit is non-refundable and serves as liquidated damages for reserving materials, labor, and my installation date. If Deck Armor is unable to perform, my deposit will be refunded in full or applied to a rescheduled date at my election.

_____ **(Initial) Warranty Acknowledgment:** I acknowledge that I have received and reviewed the Deck Armor warranty (attached as Appendix B), including its coverage terms and dispute resolution process. I understand I will receive a paper copy of the warranty at pickup.

_____ **(Initial) Boat Preparation Acknowledgment:** I have reviewed the Boat Preparation Guide (Appendix A). I understand Deck Armor Inc. is not responsible for damage to personal items left onboard, I confirm all fragile or valuable items have been removed, additional charges may apply if my boat is not properly prepped, and I authorize Deck Armor Inc. to use pressure washing equipment if needed for floor prep.

_____ **(Initial) Wax and Polish Disclosure:** I confirm that all wax, polish, and protectant have been removed from the areas being floored. I understand Deck Armor bonds directly to the deck surface and that wax prevents that bond. If wax is found at drop-off, removal is $10.00 per square foot plus the $150 cleaning fee. If wax is present and not detected, and the flooring later fails to bond in that area, the repair is not covered by the warranty and is billed to me.

By signing below, I confirm that I have read, understood, and initialed all terms and disclosures above, I have reviewed the exact services and price shown on my Approved Estimate and agree that they are the complete and only scope of work, and I authorize Deck Armor Inc. to collect my deposit and schedule my installation.

Customer Signature: _____ Date: _____

Deck Armor Representative: _____ Date: _____

APPENDIX A — BOAT PREPARATION GUIDE

1. Prep Your Boat: The Checklist

Remove all personal items (coolers, gear, tackle boxes, tools, electronics, etc.)

Complete a general deck cleaning: remove all dirt, sand, dust, and debris from floor surfaces

Pressure wash the deck (if applicable)

Remove all wax, polish, or protectant from the areas being floored. Dawn dish soap or Simple Green both work. Rinse thoroughly.

Remove old flooring residue (adhesive, carpet, padding, etc.)

Clean out storage compartments, lockers, and live wells

Unlock any hatches or compartments that need to be accessed during installation

2. Existing SeaDek or Foam Flooring

If your boat has SeaDek or similar foam flooring, it must be removed before installation. You have two options:

Remove it yourself: At least **90%** of the adhesive must be removed along with the flooring. If less than 90% of the adhesive is removed, the full removal cost below will apply.

Have us remove it: We are happy to handle it at **$17.50 per square foot**. Just let us know before drop-off so we can include it on your invoice upfront.

3. Wax and Polish

Deck Armor bonds directly to the deck surface, and wax, polish, or protectant will stop that bond from forming. Any wax must be fully removed from the areas being floored before drop-off. Washing with Dawn dish soap or Simple Green and rinsing thoroughly will take care of it.

If we find wax at drop-off, we will remove it. Wax removal is **$10.00 per square foot** plus the **$150** cleaning fee, added to your final invoice. If wax is present and not detected, and the flooring later fails to bond in that area, the repair is not covered by the warranty and is billed to the customer.

4. Drop-Off Day

Give us any special instructions for trailers or storage racks

Point out any existing damage or areas of concern before installation begins

5. Fees If Your Boat Is Not Prepped

Cleaning fee: **$150** if the boat arrives without the checklist completed

SeaDek/foam removal: **$17.50 per square foot** if not removed prior to drop-off (or if less than **90%** of the adhesive was removed)

Wax removal: **$10.00 per square foot** plus the **$150** cleaning fee if wax is found at drop-off

All fees are added to your final invoice. The cleaning fee is charged once per boat. Letting us know ahead of time is always cheaper than surprising us at drop-off, and it keeps your installation on schedule.

6. Good to Know

Deck Armor Inc. is not responsible for damage to personal items left onboard during installation. Please confirm all fragile or valuable items have been removed.

We may use pressure washing equipment if needed for floor prep.

Tape is applied around the edges of the flooring application. Deck Armor Inc. is not liable for any paint, flooring, or siding coming loose as tape is removed. All efforts are made to ensure minimal damage.

APPENDIX B — DECK ARMOR WARRANTY

The Deck Armor warranty is provided as Appendix B and is attached to this Agreement in full. The attached document (Deck Armor Warranty Terms, Version 5) is the official, executed Deck Armor Inc. warranty and is the controlling warranty document for your installation. Please review it carefully. It describes what is covered, what is not covered, the care requirements that keep your warranty valid, and the dispute resolution process.

Attached: LEGAL-Warranty-091726.pdf, https://www.deckarmor.com/downloads/LEGAL-Warranty-091726.pdf

You will receive a paper copy of the warranty when you pick up your completed boat.